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 ACCU CASTING CO. INC.
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9 **UNITED STATES DISTRICT COURT**
 10 **CENTRAL DISTRICT OF CALIFORNIA**
 11

12 ACCU CASTING CO. INC., a
 California corporation,

13 Plaintiff,

14 v.
 15

16 ELIZABETH YUNHONG ZOU, an
 individual; ICEMC, INC., a California
 17 corporation; CITIBANK, N.A., a
 National Banking Association; TD
 Ameritrade, a Delaware corporation;
 18 and DOES 1 through 10, inclusive,

19 Defendants.

Case No. 2:22-cv-05377 MEMF
 (AFMx)

**~~PROPOSED~~ PROTECTIVE
 ORDER**

Hon. Alexander F. MacKinnon

Action filed: August 2, 2022
FAC filed: September 23, 2022

20 ELIZABETH YUNHONG ZOU, an
 21 individual,

22 Counter-Claimant,

23 v.
 24

25 ACCU CASTING CO. INC., a
 California corporation; RAYMOND
 G. MURILLO, an individual,

26 Counter-Defendants.
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1 PURPOSES AND LIMITATIONS

2 A. Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The parties further acknowledge, as set forth
11 in Section XIII(C), below, that this Stipulated Protective Order does not entitle them
12 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
13 procedures that must be followed and the standards that will be applied when a party
14 seeks permission from the Court to file material under seal.

15 **I. GOOD CAUSE STATEMENT**

16 A. This action is likely to involve trade secrets, customer and pricing lists
17 and other valuable research, development, commercial, financial, technical and/or
18 proprietary information for which special protection from public disclosure and
19 from use for any purpose other than prosecution of this action is warranted. Such
20 confidential and proprietary materials and information consist of, among other
21 things, confidential business or financial information, information regarding
22 confidential business practices, or other confidential research, development, or
23 commercial information (including information implicating privacy rights of third
24 parties), information otherwise generally unavailable to the public, or which may be
25 privileged or otherwise protected from disclosure under state or federal statutes,
26 court rules, case decisions, or common law. Accordingly, to expedite the flow of
27 information, to facilitate the prompt resolution of disputes over confidentiality of
28 discovery materials, to adequately protect information the parties are entitled to keep

1 confidential, to ensure that the parties are permitted reasonable necessary uses of
 2 such material in preparation for and in the conduct of trial, to address their handling
 3 at the end of the litigation, and serve the ends of justice, a protective order for such
 4 information is justified in this matter. It is the intent of the parties that information
 5 will not be designated as confidential for tactical reasons and that nothing be so
 6 designated without a good faith belief that it has been maintained in a confidential,
 7 non-public manner, and there is good cause why it should not be part of the public
 8 record of this case.

9 **II. DEFINITIONS**

10 A. Action: Accu Casting Co. Inc. v. Elizabeth Yunhong Zou, et al., Case
 11 No. 2:22-cv-05377 MEMF (AFMx).

12 B. Challenging Party: A Party or Non-Party that challenges the
 13 designation of information or items under this Order.

14 C. “CONFIDENTIAL” Information or Items: Information (regardless of
 15 how it is generated, stored or maintained) or tangible things that qualify for
 16 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
 17 the Good Cause Statement.

18 D. “HIGHLY CONFIDENTIAL” Information or Items: Information
 19 (regardless of how it is generated, stored or maintained) or tangible things that a
 20 Designating Party believes in good faith that such information is among that
 21 considered to be most sensitive and highly confidential by the parties.

22 E. Counsel: Outside Counsel of Record and House Counsel (as well as
 23 their support staff).

24 F. Designating Party: A Party or Non-Party that designates information or
 25 items that it produces in disclosures or in responses to discovery as
 26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

27 G. Disclosure or Discovery Material: All items or information, regardless
 28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or
2 generated in disclosures or responses to discovery in this matter.

3 H. Expert: A person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as
5 an expert witness or as a consultant in this Action.

6 I. House Counsel: Attorneys who are employees of a party to this Action.
7 House Counsel does not include Outside Counsel of Record or any other outside
8 counsel.

9 J. Non-Party: Any natural person, partnership, corporation, association,
10 or other legal entity not named as a Party to this action.

11 K. Outside Counsel of Record: Attorneys who are not employees of a
12 party to this Action but are retained to represent or advise a party to this Action and
13 have appeared in this Action on behalf of that party or are affiliated with a law firm
14 which has appeared on behalf of that party, and includes support staff.

15 L. Party: Any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 M. Producing Party: A Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 N. Professional Vendors: Persons or entities that provide litigation
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)
23 and their employees and subcontractors.

24 O. Protected Material: Any Disclosure or Discovery Material that is
25 designated as "CONFIDENTIAL."

26 P. Receiving Party: A Party that receives Disclosure or Discovery
27 Material from a Producing Party.

28 / / /

III. SCOPE

A. The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

B. Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

IV. DURATION

A. Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

V. DESIGNATING PROTECTED MATERIAL

A. Exercise of Restraint and Care in Designating Material for Protection

1. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

2. Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an

1 improper purpose (e.g., to unnecessarily encumber the case development process or
2 to impose unnecessary expenses and burdens on other parties) may expose the
3 Designating Party to sanctions.

4 3. If it comes to a Designating Party's attention that information or
5 items that it designated for protection do not qualify for protection, that Designating
6 Party must promptly notify all other Parties that it is withdrawing the inapplicable
7 designation.

8 B. Manner and Timing of Designations

9 1. Except as otherwise provided in this Order (see, e.g., Section
10 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery
11 Material that qualifies for protection under this Order must be clearly so designated
12 before the material is disclosed or produced.

13 2. Designation in conformity with this Order requires the following:

14 a. For information in documentary form (e.g., paper or
15 electronic documents, but excluding transcripts of depositions or other pretrial or
16 trial proceedings), that the Producing Party affix at a minimum, the legend
17 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") or "HIGHLY
18 CONFIDENTIAL," to each page that contains protected material. If only a portion
19 or portions of the material on a page qualifies for protection, the Producing Party
20 also must clearly identify the protected portion(s) (e.g., by making appropriate
21 markings in the margins).

22 b. A Party or Non-Party that makes original documents
23 available for inspection need not designate them for protection until after the
24 inspecting Party has indicated which documents it would like copied and produced.
25 During the inspection and before the designation, all of the material made available
26 for inspection shall be deemed "HIGHLY CONFIDENTIAL" After the inspecting
27 Party has identified the documents it wants copied and produced, the Producing
28 Party must determine which documents, or portions thereof, qualify for protection

under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

c. For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

d. For information produced in form other than document and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

C. Inadvertent Failure to Designate

1. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

VI.

CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges

1. Any party or Non-Party may challenge a designation of confidentiality within thirty (30) days of the designation.

B. Meet and Confer

1. The Challenging Party shall initiate the dispute resolution

1 process under Local Rule 37.1 et seq.

2 C. The burden of persuasion in any such challenge proceeding shall be on
3 the Designating Party. Frivolous challenges, and those made for an improper
4 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
5 parties) may expose the Challenging Party to sanctions. Unless the Designating
6 Party has waived or withdrawn the confidentiality designation, all parties shall
7 continue to afford the material in question the level of protection to which it is
8 entitled under the Producing Party's designation until the Court rules on the
9 challenge.

10 VII.

11 ACCESS TO AND USE OF PROTECTED MATERIAL

12 A. Basic Principles

13 1. A Receiving Party may use Protected Material that is disclosed
14 or produced by another Party or by a Non-Party in connection with this Action only
15 for prosecuting, defending, or attempting to settle this Action. Such Protected
16 Material may be disclosed only to the categories of persons and under the conditions
17 described in this Order. When the Action has been terminated, a Receiving Party
18 must comply with the provisions of Section XIV below.

19 2. Protected Material must be stored and maintained by a Receiving
20 Party at a location and in a secure manner that ensures that access is limited to the
21 persons authorized under this Order.

22 B. Disclosure of "CONFIDENTIAL" Information or Items

23 1. Unless otherwise ordered by the Court or permitted in writing by
24 the Designating Party, a Receiving Party may disclose any information or item
25 designated "CONFIDENTIAL" only to:

26 a. The Receiving Party's Outside Counsel of Record in this
27 Action, as well as employees of said Outside Counsel of Record to whom it is
28 reasonably necessary to disclose the information for this Action;

1 b. The officers, directors, and employees (including House
2 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
3 Action;

4 c. Experts (as defined in this Order) of the Receiving Party to
5 whom disclosure is reasonably necessary for this Action and who have signed the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 d. The Court and its personnel;

8 e. Court reporters and their staff;

9 f. Professional jury or trial consultants, mock jurors, and
10 Professional Vendors to whom disclosure is reasonably necessary for this Action
11 and who have signed the “Acknowledgment and Agreement to be Bound” attached
12 as Exhibit A hereto;

13 g. The author or recipient of a document containing the
14 information or a custodian or other person who otherwise possessed or knew the
15 information;

16 h. During their depositions, witnesses, and attorneys for
17 witnesses, in the Action to whom disclosure is reasonably necessary provided: (i)
18 the deposing party requests that the witness sign the “Acknowledgment and
19 Agreement to Be Bound;” and (ii) they will not be permitted to keep any
20 confidential information unless they sign the “Acknowledgment and Agreement to
21 Be Bound,” unless otherwise agreed by the Designating Party or ordered by the
22 Court. Pages of transcribed deposition testimony or exhibits to depositions that
23 reveal Protected Material may be separately bound by the court reporter and may
24 not be disclosed to anyone except as permitted under this Stipulated Protective
25 Order; and

26 i. Any mediator or settlement officer, and their supporting
27 personnel, mutually agreed upon by any of the parties engaged in settlement
28 discussions.

1 C. Disclosure of “HIGHLY CONFIDENTIAL” Information or Items

2 1. Unless otherwise ordered by the Court or permitted in writing by
3 the Designating Party, a Receiving Party may disclose any information or item
4 designated “HIGHLY CONFIDENTIAL” only to:

5 a. Trial Counsel for the Parties, their partners and associates,
6 and staff and supporting personnel of such attorneys, such as paralegal assistants,
7 secretarial, stenographic and clerical employees and contractors, and outside
8 copying services, who are working on this Proceeding (or any further proceedings
9 herein) under the direction of such attorneys and to whom it is necessary that the
10 Highly Confidential Materials be Disclosed for purposes of this Proceeding. Such
11 employees, assistants, contractors, and agents to whom such access is permitted
12 and/or Disclosure is made shall, prior to such access or Disclosure, be advised of,
13 and become subject to, the provisions of this Protective Order. “Trial Counsel,” for
14 purposes of this Paragraph, shall mean outside retained counsel and shall not include
15 in-house counsel to the undersigned Parties and the paralegal, clerical, and
16 secretarial staff employed by such in-house counsel;

17 b. outside experts or expert consultants consulted by the
18 undersigned Parties or their counsel in connection with the Proceeding, whether or
19 not retained to testify at any oral hearing; provided, however, that prior to the
20 Disclosure of Highly Confidential Materials to any such expert or expert consultant,
21 counsel for the Party making the Disclosure shall deliver a copy of this Stipulation
22 and Protective Order to such person, shall explain its terms to such person, and shall
23 secure the signature of such person on a statement in the form attached hereto as
24 Exhibit A prior to the Disclosure of Highly Confidential Materials. It shall be the
25 obligation of Trial Counsel, upon learning of any breach or threatened breach of this
26 Stipulation and Protective Order by any such expert or expert consultant, to
27 promptly notify Trial Counsel for the Designating Party of such breach or threatened
28 breach;

1 c. any person who authored, received, saw, or was otherwise
2 familiar with Documents, Testimony, Information, or thing designated “Highly
3 Confidential,” including any person otherwise familiar with the Highly Confidential
4 Information contained therein, but only to the extent of that person’s prior
5 familiarity with the Highly Confidential Information;

6 d. court reporters in this Proceeding (whether at depositions,
7 hearings, or any other proceeding);

8 e. the Court; and

9 f. any other person that the Designating Party agrees to in
10 writing.

11 VIII.

12 **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN** 13 **OTHER LITIGATION**

14 A. If a Party is served with a subpoena or a court order issued in other
15 litigation that compels disclosure of any information or items designated in this
16 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” that Party must:

17 1. Promptly notify in writing the Designating Party. Such
18 notification shall include a copy of the subpoena or court order;

19 2. Promptly notify in writing the party who caused the subpoena or
20 order to issue in the other litigation that some or all of the material covered by the
21 subpoena or order is subject to this Protective Order. Such notification shall include
22 a copy of this Stipulated Protective Order; and

23 3. Cooperate with respect to all reasonable procedures sought to be
24 pursued by the Designating Party whose Protected Material may be affected.

25 B. If the Designating Party timely seeks a protective order, the Party
26 served with the subpoena or court order shall not produce any information
27 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”
28 before a determination by the Court from which the subpoena or order issued, unless

1 the Party has obtained the Designating Party's permission. The Designating Party
2 shall bear the burden and expense of seeking protection in that court of its
3 confidential material and nothing in these provisions should be construed as
4 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
5 directive from another court.

6 **IX. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
7 **PRODUCED IN THIS LITIGATION**

8 A. The terms of this Order are applicable to information produced by a
9 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
10 CONFIDENTIAL." Such information produced by Non-Parties in connection with
11 this litigation is protected by the remedies and relief provided by this Order. Nothing
12 in these provisions should be construed as prohibiting a Non-Party from seeking
13 additional protections.

14 B. In the event that a Party is required, by a valid discovery request, to
15 produce a Non-Party's confidential information in its possession, and the Party is
16 subject to an agreement with the Non-Party not to produce the Non-Party's
17 confidential information, then the Party shall:

18 1. Promptly notify in writing the Requesting Party and the Non-
19 Party that some or all of the information requested is subject to a confidentiality
20 agreement with a Non-Party;

21 2. Promptly provide the Non-Party with a copy of the Stipulated
22 Protective Order in this Action, the relevant discovery request(s), and a reasonably
23 specific description of the information requested; and

24 3. Make the information requested available for inspection by the
25 Non-Party, if requested.

26 C. If the Non-Party fails to seek a protective order from this court within
27 14 days of receiving the notice and accompanying information, the Receiving Party
28 may produce the Non-Party's confidential information responsive to the discovery

1 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
2 not produce any information in its possession or control that is subject to the
3 confidentiality agreement with the Non-Party before a determination by the court.
4 Absent a court order to the contrary, the Non-Party shall bear the burden and
5 expense of seeking protection in this court of its Protected Material.

6 **X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

7 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
8 disclosed Protected Material to any person or in any circumstance not authorized
9 under this Stipulated Protective Order, the Receiving Party must immediately (1)
10 notify in writing the Designating Party of the unauthorized disclosures, (2) use its
11 best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform
12 the person or persons to whom unauthorized disclosures were made of all the terms
13 of this Order, and (4) request such person or persons to execute the
14 “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit
15 A.

16 **XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
17 **PROTECTED MATERIAL**

18 A. When a Producing Party gives notice to Receiving Parties that certain
19 inadvertently produced material is subject to a claim of privilege or other protection,
20 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
21 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
22 procedure may be established in an e-discovery order that provides for production
23 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
24 (e), insofar as the parties reach an agreement on the effect of disclosure of a
25 communication or information covered by the attorney-client privilege or work
26 product protection, the parties may incorporate their agreement in the Stipulated
27 Protective Order submitted to the Court.

28 / / /

XII. MISCELLANEOUS

A. Right to Further Relief

1. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

B. Right to Assert Other Objections

1. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

C. Filing Protected Material

1. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

XIII. FINAL DISPOSITION

A. After the final disposition of this Action, as defined in Section V, within sixty (60) days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has

1 not retained any copies, abstracts, compilations, summaries or any other format
 2 reproducing or capturing any of the Protected Material. Notwithstanding this
 3 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
 4 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
 5 deposition and trial exhibits, expert reports, attorney work product, and consultant
 6 and expert work product, even if such materials contain Protected Material. Any
 7 such archival copies that contain or constitute Protected Material remain subject to
 8 this Protective Order as set forth in Section V.

9 B. Any violation of this Order may be punished by any and all appropriate
 10 measures including, without limitation, contempt proceedings and/or monetary
 11 sanctions.

12
 13 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

14
 15 DATED: March 1, 2023

ERVIN COHEN & JESSUP LLP

Peter S. Selvin
 Zoe M. Vallier

16
 17
 18 By: /s/ Peter S. Selvin

Peter S. Selvin
 Attorneys for Plaintiff ACCU Casting Co.,
 Inc.

19
 20
 21 *Per L.R. 5-4.3.4(a)(2)(i), Plaintiff's counsel attests that Defendant Elizabeth*
 22 *Yunhong Zou has concurred in this filing's content and has authorized the filing.*

23 DATED: March 1, 2023

L.A. COMMERCIAL ATTORNEY

24
 25 By: /s/ Christopher D. Lee

Christopher D. Lee
 Attorneys for Defendant Elizabeth
 Yunhong Zou

1 *Per L.R. 5-4.3.4(a)(2)(i), Plaintiff's counsel attests that Defendant ICEMC, Inc. has*
 2 *concurred in this filing's content and has authorized the filing.*

3 DATED: March 1, 2023

SHIODA, LANGLEY & CHANG, LLP

4 By: /s/ Heidi M. Cheng

5 Heidi M. Cheng

Attorneys for Defendant ICEMC, Inc.

6 *Per L.R. 5-4.3.4(a)(2)(i), Plaintiff's counsel attests that Defendant TD Ameritrade*
 7 *has concurred in this filing's content and has authorized the filing.*

8 DATED: March 1, 2023

KEESAL, YOUNG & LOGAN

9 By: /s/ Bentley P. Stansbury

10 Bentley P. Stansbury

Attorneys for Defendant TD Ameritrade

11 *Per L.R. 5-4.3.4(a)(2)(i), Plaintiff's counsel attests that Defendant Citibank, N.A.*
 12 *has concurred in this filing's content and has authorized the filing.*

13 DATED: March 1, 2023

WOLFE & WYMAN LLP

14 By: /s/ Cathy L. Granger

15 Cathy L. Granger

Attorneys for Defendant Citibank, N.A.

16 *Per L.R. 5-4.3.4(a)(2)(i), Plaintiff's counsel attests that Counter-Defendant*
 17 *Raymond G. Murillo has concurred in this filing's content and has authorized the*
 18 *filing.*

19 DATED: March 1, 2023

KFB RICE, LLP

20 By: /s/ Michael J. Fedalen

21 Michael J. Fedalen

Attorneys for Counter-Defendant Raymond
 G. Murillo

22 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

23 Dated: 3/1/2023

24 

25 HON. ALEXANDER F. MACKINNON
 26 United States Magistrate Judge

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of perjury that I have
 read in its entirety and understand the Stipulated Protective Order that was issue by
 the United States District Court for the Central District of California on _____
 [date] in the case of Accu Casting Co. Inc. v. Elizabeth Yunhong Zou, et al., Case
 No. 2:22-cv-05377 MEMF (AFMx). I agree to comply with and to be bound by all
 the terms of this Stipulated Protective Order and I understand and acknowledge that
 failure to so comply could expose me to sanctions and punishment in the nature of
 contempt. I solemnly promise that I will not disclose in any manner any
 information or item that is subject to this Stipulated Protective Order to any person
 or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print or type
 full name] of _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____